

Sidewalk Café Permit Agreement

THIS AGREEMENT is entered into this 21 day of March, 2016, by and between the CITY OF CORVALLIS, an Oregon municipal corporation, hereinafter referred to as "City", and **New Morning Bakery**, hereinafter referred to as "Permittee", the promises of each being given in consideration of the promises of the other.

WHEREAS, Permittee desires to occupy the public right-of-way for the purpose of operating a sidewalk café in accordance with Chapter 8.08 of the Corvallis Municipal Code, and

WHEREAS, Chapter 8.08 of the Corvallis Municipal Code contains certain conditions for permittee as result of the City allowing this activity;

NOW, THEREFORE, the parties agree as follows:

1. Term. This permit shall be in effect from Jan. 1st, 2016 through December 31, 2016.

2. Right-of-Way Use. City hereby grants to Permittee a non-assignable right to occupy the following described right-of-way, subject to all of the terms and conditions of this Permit and Chapter 8.08 of the Corvallis Municipal Code, as currently enacted or as subsequently modified, for the purpose of operating a sidewalk café at the following location: **219 SW 2nd St**, and in a manner as shown on the attached site plan, Exhibit A, which by this reference is incorporated into and made a part of this permit.

3. Use Regulations.

- a. The permit is specifically limited to the area described in paragraph 2 above.
- b. The permittee shall notify the Building Official in writing when operation of the sidewalk café commences.
- c. Permittee shall assure that the operation of the sidewalk café shall be located such that there is at least six (6) feet from the outermost edge of the sidewalk café to the street curb, landscape curb, or other edge of the public sidewalk, that also includes a minimum of four (4) feet of clear and unobstructed passageway to an elevation of seven (7) feet between the sidewalk café tables, chairs and barriers and tree wells, bike racks, lamp posts, sign posts and any other fixtures or obstructions.
- d. The sidewalk and all things placed thereon shall at all times be maintained in a clean and orderly condition. Only those things authorized by the permit and shown on the site plan may be stored in the public right-of-way when the sidewalk café is not in operation. The operation of a sidewalk café requires that trash containers be provided on site.
- e. The sidewalk café shall not occupy or obstruct the vision clearance triangle.
- f. No signs shall be attached to any furniture or any other structure related to the operation of the sidewalk café except as required by these or other use regulations.
- g. The permittee shall hold a valid Oregon Liquor Control Commission liquor license.
- h. Storage of containers commonly used for dispensing alcoholic beverages to customers including but not limited to bottles, pitchers, and carafes must be kept inside the business unless an employee is stationed in the outside area at all times. No taps, kegs, coolers or other alcoholic beverage storage devices are allowed outside on the sidewalk.

- i. The sidewalk café area is required to be supervised by employees of the license business, as required by the Oregon Liquor Control Commission liquor license.
 - j. The permittee is required to utilize and maintain an approved café delineation method.
 - k. All service and consumption of alcoholic beverages in the sidewalk café area will discontinue by 11:00 PM on Sunday through Thursday. All service and consumption of alcoholic beverages at sidewalk cafes will discontinue by 1:00 AM on Saturday and Sunday.
 - l. The permittee must also provide food service in the licensed area.
 - m. The permittee shall designate one access/exit point for the exterior service area and this point shall be located near a business entrance; and the permittee shall post signage at the access/exit point and enclosed area prohibiting the removal of alcoholic beverages from the licensed sidewalk café area.
 - n. Permittee shall remove all sidewalk café installations and mitigate any resultant damage to the public Right of Way within 15 days of ceasing operations of the sidewalk café or adjacent business. Permittee or property owner shall remove sidewalk café installations from the public Right of Way within 15 days of Notice from the City that a sidewalk café, the adjacent business, or permittee has ceased operation.
4. Applicable Laws. Permittee agrees to comply with all applicable local, state and federal laws, rules and regulations related to the operation of their sidewalk café.
5. Assignability. This permit is for the exclusive benefit of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior, written consent of the other party.
6. Temporary Suspension by City. City shall have the right to temporarily suspend this permit if the public interest requires use of the right-of-way for a public event, construction, repair or any other purpose.
7. Hold Harmless. Permittee shall indemnify, protect, defend, and hold the City, its officers, agents and employees, harmless against any claim for injury or damage and all loss, liability, cost, or expense, including court costs and attorney's fees, growing out of or resulting directly or indirectly from a sidewalk café permit issued by the City of Corvallis during the term of this agreement except that resulting solely from the negligence of the City.
8. Insurance. Permittee shall procure and obtain Commercial General Liability and Liquor Legal Liability Insurance coverage naming the City of Corvallis as an additional insured with the policy limits not less than \$1,000,000 per occurrence and aggregate or the amount of municipal tort liability under the Oregon Tort Claims Act for bodily injury and/or property damage for all the activities and operations conducted as a result of the sidewalk permit. Permittee shall file with the City a Certificate of Insurance showing the above coverage prior to operating a sidewalk café. The certificate shall provide that the insurance company give written notice to City at least 30 days prior to cancellation or any material change in the policy and the policy shall bear the following endorsement: The City of Corvallis, its officers, agents, and employees are included as additional insureds under this policy as respects sidewalk café permit with the City of Corvallis, Oregon.
9. Non-discrimination. The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, family status, national origin, age, mental or physical disability, sexual orientation or source of income in the performance of this agreement.
10. Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of these regulations or permit.

11. Termination.

- a. The City may repeal or amend Chapter 8.08 of the Corvallis Municipal Code, and thereby terminate or modify all sidewalk café operations. Permittee shall not obtain any property right in the continued private commercial use of the public sidewalk.
- b. The City may deny, revoke, or suspend the permit upon finding that any provision of this ordinance or condition of approval will be or has been violated.

IN WITNESS WHEREOF, the City and Permittee have herewith executed their signatures.

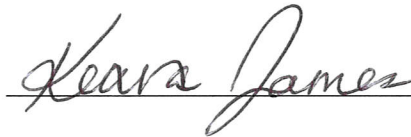
CITY OF CORVALLIS, OREGON

By: 

Development Services Manager

Date: 3/21/16

PERMITTEE



Date: 3-21-16

FOR STAFF USE ONLY

Case Number: CAF 16-00009

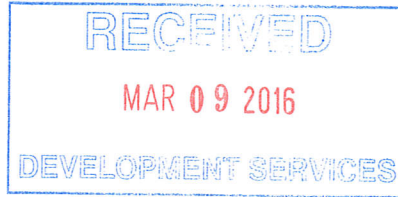
Date Filed: _____

Application Fee: \$100 -

Receipt No.: _____

Application for Sidewalk Café Permit

City of Corvallis
Development Services
501 SW Madison Ave
PO Box 1083
Corvallis OR 97339
541-766-6929



☐ NEW application, or ☒ RENEWAL application with no change in previous site plan (provide copy of site plan).

Application is hereby made for a revocable permit to operate a SIDEWALK CAFÉ in accordance with Chapter 8.08 of the City of Corvallis Municipal Ordinance Code.

Restaurant Name New Morning Bakery Inc. Phone (541) 979-1206

Restaurant Address 219 SW 2nd St

Applicant Name (print) New Morning Bakery Inc. Email tristan@NewMorningBakery.com

I shall hold the City of Corvallis, its officers, agents, and employees free and harmless from any claims for damages to persons or property including legal fees and costs of defending any actions or suits thereon, including appeals therefrom, which may result from granting this permit.

Applicant Signature [Signature] Date: 3-9-16

Property Owner Name (print) Corvallis Odd Fellows Hall Phone 541-752-3023

Property Owner Address 223 SW 2nd Corvallis

Property Owner Signature [Signature] Date March 9, 2016

Permissible Development Districts: CB CBF MUE MUC RF MUCS NC MUT

OFFICE USE ONLY

CPD signature [Signature] Review Date 3/14/16

DS signature [Signature] Date 3/21/16 ☒ Approved ☐ Denied

Rental Fee: ☒ \$ 20 (due at time of permit approval)

Base calculation is \$1 per square foot for cafes on the public right-of-way in excess of 100 square feet. The first 100 square feet of café area does not incur a fee.

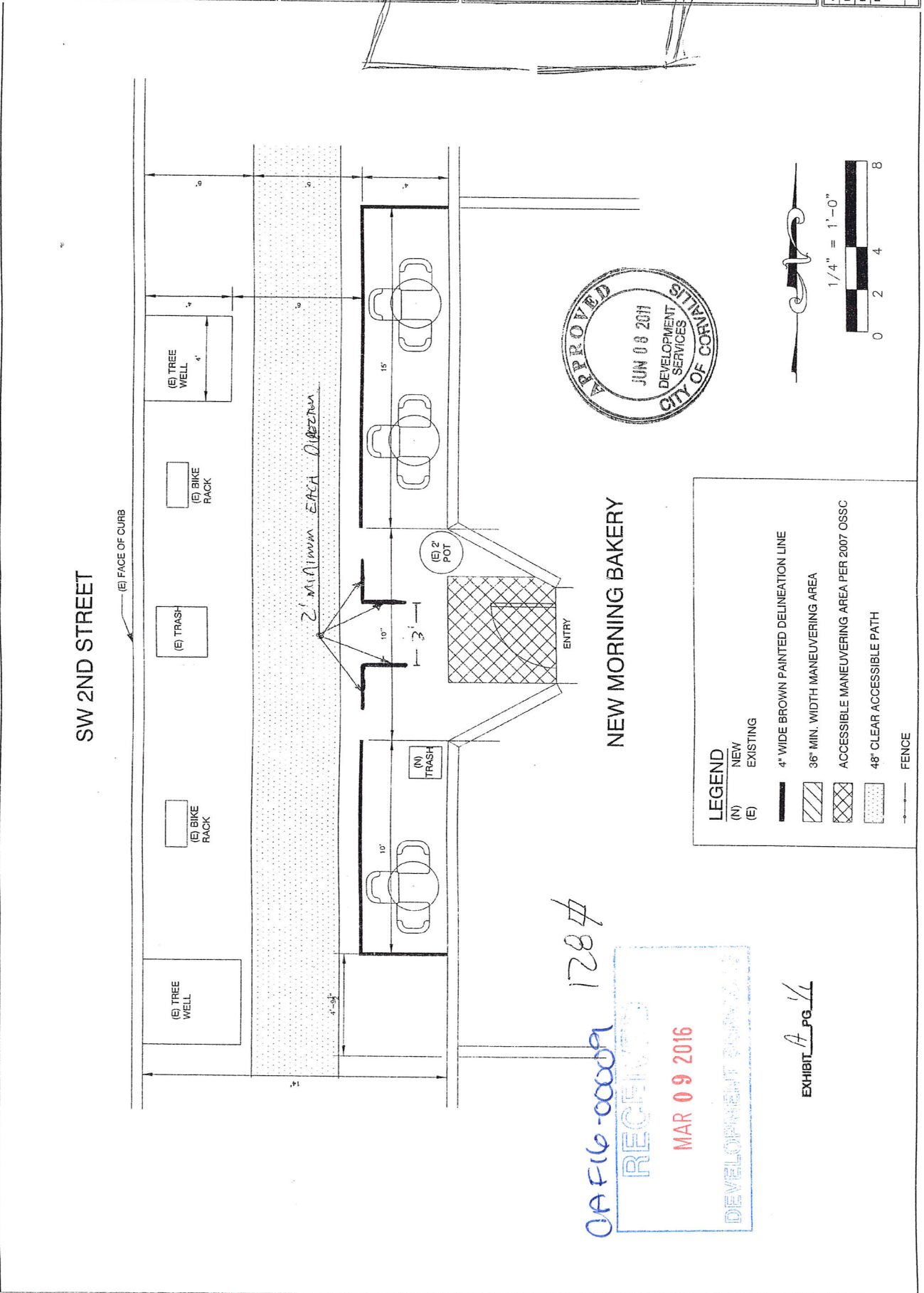
Application Requirements check list:

☐ New Application or ☒ Renewal

A complete application must include all of the following:

1. **Completed Application Form** and **\$100** application fee.
2. **Scaled site plan** (if renewal please attach the previously approved plan): Plans shall include the following information:
 - Café entrance location and size;
 - ADA clearances into and throughout the café;
 - Clearances from proposed café to fixtures, lights, tree wells, signs, new racks, bike racks, bike racks, planters, etc;
 - Size and location of tables and chairs;
 - Location of waste receptacle within sidewalk café ;
 - Location and type of material proposed for delineating café (see delineation guidelines).
3. **Delineation Method** (paint, fence, brick inlay, etc.): Paint
 - Include Cross Section (CS) drawing of any fence, showing the construction materials and height.
 - If delineation is paint, please specify color (neutral tones required)
Brown
4. **Proof of Insurance:** *(city should have directly from Barker-Werlings) attached also*
 - Certificate of Insurance **and** Endorsement naming City of Corvallis as an Additional Insured.
5. **Neighboring business notification:**
 - Names and addresses of abutting property owners and all business/tenants abutting the subject business are required. The city will notify businesses of pending Sidewalk Café.
6. **Alcohol served:** ☒ Yes ☐ No
 - If yes, **Current** copy of Oregon Liquor Control Commission (OLCC) License is required.

PROJECT: NEW MORNING BAKERY SIDEWALK CAFE PLAN PROJECT LOCATION: 2XX SW 2ND STREET CORVALLIS, OR		DEVELOPER: DEVO ENGINEERING INC. 245 THE CORVALLIS ROAD CORVALLIS, OR 97330 WWW.DEVOENGINEERING.COM (503) 757-9861		DATE: NO. REVISIONS	
SHEET TITLE: SIDEWALK CAFE PLAN		JOB NO.: 03-439 ISSUED: 05 FEB 08 DRAWN BY: JPC/CO CHECKED BY: JPC/CO		SCALE: A10.00	
				1 OF SHEETS IN SET: 1	



LEGEND

(N)	NEW
(E)	EXISTING

- 4" WIDE BROWN PAINTED DELINEATION LINE
- 36" MIN. WIDTH MANEUVERING AREA
- ACCESSIBLE MANEUVERING AREA PER 2007 OSSC
- 48" CLEAR ACCESSIBLE PATH
- FENCE

1787

0AF16-00009

RECEIVED

MAR 09 2016

DEVELOPMENT SERVICES

EXHIBIT A PG 1/1

OREGON LIQUOR CONTROL COMMISSION
LICENSE CERTIFICATE

LIMITED ON-PREMISES SALES

THIS CERTIFICATE MUST BE MAINTAINED ON THE PREMISES IN FULL PUBLIC VIEW

ISSUED TO: NEW MORNING BAKERY INC

TRADE NAME: NEW MORNING BAKERY

LOCATED AT: 219 SW 2ND ST
CORVALLIS OR 97333

Privileges: THIS LICENSE ALLOWS THE SALE OF MALT BEVERAGES, WINE AND CIDER FOR CONSUMPTION ON THE LICENSED PREMISES AND THE SALE OF KEGS OF MALT BEVERAGES FOR OFF PREMISES CONSUMPTION. KEGS CANNOT BE SOLD FROM AREAS WHERE MINOR PATRONS ARE ALLOWED. [ORS 471.178]

LICENSEE SIGN HERE



Steve Marks - Executive Director

ISSUED EFFECTIVE: 07/01/2015

LICENSE EXPIRES:

6/30/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barker-Uerlings Insurance, Inc. 340 NW 5th St P.O. Box 1378 Corvallis OR 97330		CONTACT NAME: Cindy Wibbens, CIC, AIS PHONE (A/C, No, Ext): (541) 757-1321 FAX (A/C, No): (541) 757-1328 E-MAIL ADDRESS: cindy@barkeruerlings.com																						
INSURED New Morning Bakery INC 219 SW 2nd St Corvallis OR 97333-4633		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Cincinnati Insurance Co</td><td>10677</td></tr><tr><td>INSURER B:</td><td>SAIF Corporation</td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Cincinnati Insurance Co	10677	INSURER B:	SAIF Corporation		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: CL1512301597

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	ECP 0222858	12/15/2013	12/15/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 2,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
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A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		EBA 0222858	12/15/2015	12/15/2016	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Uninsured motorist combined</td><td>\$ 1,000,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Uninsured motorist combined	\$ 1,000,000				
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	\$																			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	524197	1/1/2016	1/1/2017	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000						
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate cancels and replaces the certificate issued 12/3/2015.

The City of Corvallis, its officers, agents and employees shall be additional insured with respects to the insured's sidewalk cafe per the attached GA 4084 10 01.

CERTIFICATE HOLDER**CANCELLATION**City of Corvallis
P.O. Box 1083
Corvallis, OR 97339

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C Wibbens, CIC, AIS/W

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

CITY OF CORVALLIS, ITS OFFICERS, AGENTS & EMPLOYEES
PO BOX 1083
CORVALLIS, OR 97339-1083

A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of your operations or premises owned by or rented to you.

B. The following exclusion is added to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**:

The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is amended to include:

Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- a. As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance**; or
- b. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

